

CONTRACT FOR CONVERSION OF DATA

NX Communications, L.L.C. ("NX"), an Indiana Limited Liability Company, by its duly authorized representative, Scott A. Linn; and __Monroe County Board of Commissioners__ ("the Governmental Unit"), enter in this contract on the date shown below.

Whereas:

1. The Governmental Unit has certain data stored in an existing computer format or multiple computer formats ("the existing format") that is used by its existing software applications, which the Governmental Unit wants to convert to a new computer format ("the new format") that is compatible with new, improved or additional software applications.
2. The Governmental Unit represents that the existing format is the following:
Original Manatron Auditor and Treasurer Software on Digital VAX platform
3. The Governmental Unit has employed a Third (3rd) Party ("the Software Company") to license and install the new, improved or additional software applications ("the new applications").
4. If the data in the existing format is converted to the new format, the Governmental Unit would not be required to manually reenter all of the data in the new format in order to take advantage of the new or additional applications. Even if the data in the existing format is converted to the new format, some data may need to be manually entered by the Governmental Unit in order to take full advantage of the new applications.
5. NX is a separate business from the Software Company.
6. NX has expertise in converting data, so the data can work with new applications.
7. The Governmental Unit wants to employ NX as an independent contractor and NX wants to work as an independent contractor to convert the Governmental Unit's data stored in the original format to the new format. This agreement is contingent upon NX being provided with that information by the Software Company and is also contingent upon NX independently determining that the data in the existing format can reasonably be converted to the new format by NX.

Consequently, the Governmental Unit and NX ("the parties") contract and agree as follows:

8. The Governmental Unit will instruct the Software Company to provide the specifications for the new format as soon as possible.
9. The Governmental Unit is to provide NX with legal access to the existing data during the pendency of this agreement. The Governmental Unit must cooperate fully with NX concerning the times and locations that NX's employees and representatives may work. This may include allowing NX's employees legal access during non-business hours and days as well as remote access on a twenty-four (24) hour basis.

November 18, 2004, Revision
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Governmental Unit by: _____

NX by:  _____



LETTER OF ASSIGNMENT

THIS LETTER OF ASSIGNMENT is entered into on _____ between NX Communications, L.L.C. ("ASSIGNOR"), Plexis Group, L.L.C. ("ASSIGNEE"), Monroe County Board of Commissioners ("CUSTOMER").

WHEREAS, ASSIGNOR currently has an agreement dated November 18, 2004 ("AGREEMENT") with CUSTOMER and ASSIGNOR desires to assign AGREEMENT to ASSIGNEE.

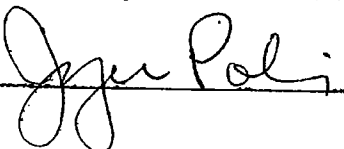
WHEREAS, CUSTOMER agrees that there has been no breach of AGREEMENT by any of the parties, and that ASSIGNOR is in full compliance with all the terms and conditions of AGREEMENT.

THEREFORE, CUSTOMER agrees that ASSIGNOR shall transfer all interests in AGREEMENT to ASSIGNEE. ASSIGNEE shall invoice CUSTOMER for all services provided under AGREEMENT and CUSTOMER shall pay ASSIGNEE in accordance with the terms of AGREEMENT.

The ASSIGNEE's official identification information is as follows:

Plexis Group, L.L.C.
8136 Castleton Road
Indianapolis, IN 46250
FEDERAL ID # 35-2124558

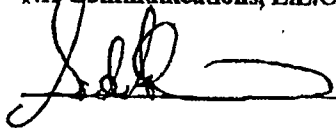
Customer:
Monroe County Board of Commissioners

By: 

Title:

Date:

Assignor:
NX Communications, L.L.C.


By: 

By: Scott A. Linn

Title: President

Date: 14 February 2005

Assignee:
Plexis Group, L.L.C.

By: 

By: Thomas C. Longest

Title: President

Date: 6/29/2005